IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.781 OF 2006

Shri Mahadu Ambozgawale ...Appellant

v/s

Shri Dattatray T. Paste ...Respondent

Mr Manoj Chatage i/b Mr S.D. Dharmadhikari for Appellant.

Mr S.S. Deshmukh for Respondent.

CORAM : D.K. DESHMUKH J.

DATE : 27TH JULY 2007.

P.C. :-

1. The appellant is original defendant. The plaintiff was original owner of the land. Because he was in need of money, he executed sale deed of the land in favour of the defendant. On the same day on which the sale deed was executed, there was a written agreement executed between the parties. By that agreement, the defendant agreed to reconvey the land to the plaintiff on the plaintiff paying to him Rs.12,000/- at the end of agricultural season. The plaintiff collected money and offered it only in the year 1995. He offered money to the defendant, but the defendant refused to execute the sale deed. Therefore, the plaintiff filed a suit for specific performance. That suit is decreed by the Trial Court. The decree is confirmed in appeal. The only question arises for consideration is that was the suit barred by the law of limitation. However, both the Courts below have held that in the agreement there was no time limit given for reconveying the land, the stipulation was that at the end of any agricultural season the plaintiff can pay Rs.12,000/- and get the land back. Therefore, the period of limitation starts running on the date on which the plaintiff offered money but the defendant did not

execute the agreement. I find that the judgments of both the Courts below are in accordance with law. No substantial question of law arises. Appeal is rejected. Civil application No.1718 of 2006 does not survive for consideration. Hence it is disposed off.

. Parties to act on the copy of this order duly authenticated by the Sheristedar / Private Secretary as true copy.

. Certified copy expedited.